veyance from defendant, it appeared that defendant had conveyed 50 acres, that 33 acres had been in the actual possession of the grantee and those claiming under him since the conveyance, and that the balance of the tract had been in possession of defendant because of a mistake as to the east boundary line, the error, if any, in permitting plaintiff to prove that the boundaries of the land conveyed by defendant would be the same on the south and west sides of it, whether it contained 50 or only 33 acres, was not prejudicial to defendant.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 3, Appeal and Error, §§ 4153-4160.]

4. Ejectment—Evidence—Admissibility.—Where, in ejectment, the question involved the intention with which defendant had occupied the land which plaintiff claimed under defendant's conveyance, evidence that defendant, after learning that plaintiff was about to purchase the land, recognized the right of plaintiff's grantor to have the line so located, that the boundary would contain the quantity of land sold by defendant to plaintiff's remote grantor was admissible to show the intention with which defendant was occupying the land, though not admissible to show a disclaimer of title, nor to establish an equitable estoppel.

5. Trial—Reception of Evidence—Evidence Proper for Special Purpose.—Where evidence is admissible for a particular purpose and the objection to it is general, it is not reversible error to admit it without restricting it to that purpose.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 46, Trial, § 226.]

6. Adverse Possession—Evidence—Sufficiency.—Evidence held not to establish a party's claim of title to real estate by adverse possession.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 1, Adverse Possession, §§ 682-690.]

WHITTLE et al. *v.* WHITTLE'S EX'RS.

March 12, 1908.

[60 S. E. 748.]

1. Wills—Construction—Instrument as Whole.—The intention of testator is to be gathered from the will taken as a whole.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 49, Wills, § 966.]

2. Same—Division of Estate.—If a bequest is made to several persons in general terms, each individual will take the same share or per capita, and the rule is the same where a bequest is to one who is living and to the children of another who is dead, or where the gift

is to A.'s and B.'s children, or to the children of A. and the children of B.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 49, Wills, §§ 1143-1152.]

3. Same.—A will devised the residue of the estate "to be divided between T. and her daughters, in trust to S., and to B. and her daughters, W., J., B., and S." In the former parts of the will testatrix gave to each of the persons named in the residuary clause a certain sum or an equal share of her property, and she made no discrimination between them, though they stood in different degrees of relationship to her, and two of them being no relation whatever, but nieces of her husband. Held, that it will be presumed that she intended the 10 beneficiaries named to share the residue of her estate equally as individuals.

KELLY *v.* GWATKIN et al.

March 12, 1908.

[60 S. E. 749.]

1. Equity—Pleadings—Amendments.—An amendment to a bill in equity, which merely sets forth with greater particularity matters arising out of the same transaction and germane to the objects for which the original bill was filed, is properly allowed.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 19. Equity, § 552.]

2. Taxation—Tax Title—Action to Try Title—Pleading—Amendment.—Where the bill in a suit to declare a tax deed void as a cloud on plaintiffs' title alleges that the "orators here offer to redeem said land from said defendant upon the terms required by law, as they have heretofore offered the said defendant without avail, and upon such additional terms as to the court may seem just," it is proper to allow an amended bill, alleging with greater particularity the unsuccessful efforts of plaintiffs, before bringing suit, to redeem the land and the denial of their right to redeem on the hypothesis that the statutory period for payment had expired.

3. Same—Tender of Purchase Money.—Where the redemptioner has in proper time made a sufficient offer to redeem from a tax sale, which the purchaser has rejected on grounds distinct from nonproduction of the money, equity will entertain a bill to cancel the tax deed without formal tender of dues, enforcing the right of redemption only on terms of payment of the requisite amount.

4. Statutes—Title—Sufficiency.—The title of Act April 2, 1902 (Acts 1901-02, p. 779, c. 658), entitled "An act to amend and reenact section 655 of the Code * * * in regard to when deed made